

Exhibit “1”

Licensing Deal Points

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The parties agree to enter into an agency agreement that would have Legacy Creative take over the management and representation of Eric Edmeades and a number of his sub-brands. The sub-brands are as follows:

- [WildFit](#)
- [Business Freedom](#)
- [Speaker Nation](#)
- [Azaya](#)
- [Eric Edmeades](#)

Under the terms of the agreement Eric Edmeades would provide an exclusive licence to represent BRANDS for the term of the agreement with the following considerations are royalty structures:

WildFit

WildFit is currently published by Mindvalley under an exclusive publication agreement that generates royalties to Edmeades but only includes the digital sale of the Wildfit Quest program on the Mindvalley platform.

There is a current negotiation under way with Mindvalley to extend or expand that licence to be all inclusive but in the meantime, Agency will continue the management of the WildFit brand and the WildFit Coaching Certification program on the following basis:

Royalties due to Edmeades from Mindvalley will be paid directly to Edmeades and Edmeades will remit 20% of the royalties for the agency work required to manage the brand until and unless Mindvalley takes over the full and complete management of the brand.

Should Mindvalley take over the WildFit brand Agency will continue to receive a 20% share of the royalties for 2 years.

For sales generated by Agency (not via Mindvalley) Edmeades will receive a 15% royalty.

As part of this agreement, Edmeades guarantees to the Agency to coach 2 WildFit 90 classes per year at no-charge, Eric to teach 4 of the classes throughout the 90 day cycle. The agency will provide an additional master coach to support Eric for each of these classes. Edmeades also agrees to 4 days for the purpose of the creation of sales videos, promotional materials, and nurture content. Eric will receive payment for any days in excess of this allowance in accordance with the fee schedule below.

Speaker Nation

Speaker Nation is currently a brand owned by Eric Edmeades that includes digital programs, live events and membership programs. All of these are focused on teaching clients to be better communicators.

Royalties on the sales of these programs will be paid to Eric Edmeades as follows. 10% of gross sales on all digital products and digital live events.

For live in person events Eric will be paid a speaking fee for his appearance of \$5,000USD per day.

As part of this agreement, Edmeades guarantees up to 50 no-charge working days to Agency for the creation of sales videos, live coaching calls, and facilitation of live digital events. Eric will receive payment for any days in excess of this allowance in accordance with the fee schedule below.

The 50 no-charge working days as discussed above are defined as:

- One Talk Workshop days X 4 = 12 days per year
- Product Creation Bootcamp X 2 = 14 days per year
- Masterclasses (90 - 120 minutes) X 6 = 6 days per year
- Speaking Academy Live X 1 = 5 days per year
- Buffer 90 - 120 minute sessions for reunions or masterclasses X 12 = 12 days per year

Update on May 3, 2021 - Days Used between July 2020 - May 2021

- Product Creation Bootcamp (July 2020) X7
- Product Creation Bootcamp (February 2021) X5
- One Talk Workshop (September 2020) X3
- One Talk Workshop (April 2021) X3
- SAM + Masterclass (?) X4 or 5 @ 90 Minutes (*I need to confirm this, may be fewer*)

Total: 18 + 5 = 23

Azaya

Azaya is currently a personal development brand that runs one live event per year and could be turned into online digital events. Azaya is currently a brand owned by Eric Edmeades that includes digital programs, live events and membership programs. All of these are focused on teaching clients to be better communicators.

Royalties on the sales of these programs will be paid to Eric Edmeades as follows. 10% of gross sales on all events and digital programs. The creation of new digital programs may fall into the category of a capital expense that Eric Edmeades will cover the reasonable costs to develop upon approval.

As part of this agreement, Edmeades guarantees 10 no-charge working days to the Agency for the creation of sales videos, live coaching calls, and facilitation of live digital events. Eric will receive payment for any days in excess of this allowance in accordance with the fee schedule below.

Eric Edmeades

Eric Edmeades is a personal brand. This brand will focus on establishing Eric as an authority and a keynote speaker. The agency will represent Edmeades one the following fee schedule.

- Paid Speaking Engagements
 - New Contracts
 - 60% to Eric
 - 40% to agency
 - Repeat Contracts* see examples below
 - 80% to Eric
 - 20% to agency
 - Contracts generated by Eric Edmeades
 - 80% to Eric
 - 20% to agency

Repeat customer examples might include:

1. Repeat booking with some clients from the past.
2. Repeat booking within the same organization/company.
3. Repeat booking from centralized listing or booking at the organization (For example YPO/EO).

As part of this agreement, Edmeades agrees to appear as per agreements with the event organizers. No additional speaking fee will be due to Eric.

Eric Edmeads will make himself reasonably available as part of this brand for podcasts, media, interviews, book writing, content creation and other similar activities.

Behavior Change Dynamics

Behavior Change Dynamics is currently a concept with the intention to create a brand owned by Eric Edmeades that includes digital programs, live events and membership programs. When

there are programs created for this brand the agency will pay Eric a 10% royalty.

As part of this agreement, Edmeades guarantees 24 no-charge working days to Agency for the creation of sales videos, live coaching calls etc. Eric will receive payment for any days in excess of this allowance in accordance with the fee schedule below.

Business Freedom

Business Freedom is currently a brand owned by Eric Edmeades and already licensed to EST in Estonia that includes digital programs. All of these are focused on teaching clients to build better businesses.

Royalties paid by EST will go directly to Eric Edmeades and Edmeades will remit 20% of these royalties to the agency for their oversight of the branding.

Royalties on the sales of these programs will be paid to Eric Edmeades as follows. 10% of gross sales on all digital products, digital live events and live mastermind events.

For live in person events Eric will be paid a speaking fee for his appearance of \$5,000USD per day.

As part of this agreement, Edmeades guarantees 17 no-charge working days to the Agency for the creation of sales videos, live coaching calls, and facilitation of live digital events. Eric will receive payment for any days in excess of this allowance in accordance with the fee schedule below.

Additional Time Requirements

In addition to the above allotted days Eric will provide 24 days per year to be used for digital promotional and community building events as assigned by the Agency. These are geographically flexible and will be booked reasonably in advance.

Any days not used specifically by a brand may be reasonably reallocated to another brand without penalty to the Agency.

Rate Schedule for Additional Time

90 Minute Masterclasses and Coaching Sessions (online)

- \$1,500 USD per session

Live Event In Person Facilitation

- \$5,000 USD per day

Online Multi Day Facilitation

- \$3,000 USD per day

*Online event fees will be waived if the live event audience is confirmed as at least 1000 people.

A no-charge working day is defined as, a full workshop day, days with client facing coaching calls, video recording days, or days with masterclasses and webinars.

The annual calendars, planning and reporting will be based on a July - June cycle for the purpose of this agreement.

The parties agree that the Agency has the first right of refusal on new projects and brands that Eric Edmeades wishes to undertake.

The parties agree the agency will provide Edmeades with schedules and launch plans 90 days in advance.

The Agency agrees to provide the following reporting:

- Monthly sales and activity report
- Quarterly royalty reconciliation and payment
- Annual brand review report

The parties agree the first \$25,000 of royalty payments per month will be waived by Eric Edmeades until the following targets are reached:

- Additional royalties not currently anticipated reach \$25,000 USD or more per month or \$300,000 per year
- One complete year of gross sales of the above products exceeds \$5,000,000 USD based on current projects this should be by March 2022.

The parties agree that royalties will be calculated and paid quarterly. Royalties and reports will be due to Edmeades the 25th of the month following the end of the quarter. Starting in January 2021 the Agency will pay Edmeades a \$10,000 advance per month against royalties owing to be reconciled at the end of the quarter.

Edmeades agrees to undertake the content development, book writing, program development and creation of materials for all of the above brands.

All currencies in this agreement are in US currency.

The parties agree that Eric Edmeades will provide a \$100,000 capital investment fund to be used to build capital investments. These investments will be agreed upon by the parties in advance.

Eric Edmeades agrees to make himself reasonably available for weekly meetings related to strategy, client care and planning.

The agency agrees to provide Edmeades with an executive assistant for up to 25 hours per week to help with logistics, calendars, answering emails, and providing support for Edmeades.

Edmeades will own all the Intellectual property and associated assets related to the operation of these programs and brands.

The Agency will maintain the following accounts (but not limited to) for the management of these brands:

- SN FB
- SN private group on FB
- SpeakerNation.com
- SpeakerNation.com email
- SN IG
- members.SpeakerNation.com
- GetWildFit.com
- GWF IG
- EricEdmeades.com
- EE FB
- Associate lists
- Infusionsoft or other CRM accounts
- All supporting SASS programs
- Twitter Eric Edmeades
- Eric Edmeades LinkedIn
- Google Groups

The Agency will manage permission level settings to all accounts required to operate the above businesses and brands.

The parties agree they will seek a reasonable and fair for both parties separation agreement should either party desire to opt out of this agreement. (Vahan, please help us with this)

The parties agree that travel expenses will be cover in the following manner

- For all live events, Legacy Creative will cover reasonable travel expenses related to the execution of planning
- Any additional travel expenses that are not requested by LC will be covered by EE

- If it's for one of his speaking engagements the costs will be rolled into those contracts

The terms of this agreement will start July 1, 2020.

Programs sold before July 1, 2020 but occurring after July 1, 2020 will be reconciled by transferring the funds to the Agency. All costs for these events will be the responsibility of the agency. Any costs already billed to Edmeades in the past will be reimbursed to Edmeades. [See breakdown of these programs and agreements here.](#)

The parties agree that CTX will continue to process payment for some monthly recurring programs and for some payment plan programs. Those charges will be put into a due to account and wired to Legacy Creative 2 times per month. Legacy Creative will seek to establish payment processing that will eventually take over this function. [Addendum can be found here for the coaches back-office upgrade.](#)